

38-10312
 THIS CONTRACT, Made the 6th day of February, 1976, between
 Alvin M. Beck and Ruby M. Beck, husband and wife

of the County of Klamath and State of Oregon, hereinafter called
 the first party, and Howard N. Mauldin and Shirley P. Mauldin, husband
 and wife of Inyo and State of California, hereinafter called the second party,

WITNESSETH, That in consideration of the stipulations herein contained and the payments to be made
 as hereinafter specified, the first party hereby agrees to sell, and the second party agrees to purchase, the follow-
 ing described real estate, situate in the County of Klamath, State of Oregon, to-wit:

The NE $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 1, Township 37 South, Range 11 East of the
 Willamette Meridian, Klamath County, Oregon.

Also, that double wide Eclair mobile home located thereon, Serial No.

(EXCEPTIONS ON ATTACHED SHEET)

for the sum of Thirty six thousand five hundred & 00/100--Dollars (\$36,500.00)
 on account of which Four thousand and 00/100--Dollars (\$ 4,000.00)

is paid on the execution hereof (the receipt of which is hereby acknowledged by the first party), and the re-
 mainder to be paid to the order of the first party with interest at the rate of 8 per cent per annum from
 February 10, 1976, on the dates and in amounts as follows: Buyers shall make
 monthly payments in an amount no less than \$271.85, said payment including
 principal and interest, with the first said payment due on the 10th day of
 March, 1976, and a like payment due on the 10th day of each and every month
 thereafter until the full remaining balance of both principal and interest
 be paid. Interest shall accumulate on the remaining balance at the rate of
 8% per annum. All of said purchase price may be paid at any time with no
 prepayment penalty. The parties do also hereby agree to escrow this sale at
 First National Bank of Oregon, South Sixth Street Branch, Klamath Falls,
 Oregon. It is also hereby agreed that sellers shall pay the title policy fee
 in the amount of \$181.00; that the parties shall equally divide the closing
 costs and that sellers shall pay the escrow fees to First National Bank,
 South Sixth Street Branch. Sellers do also hereby agree to transfer the
 title to that double wide Eclair mobile home to buyers, with said title to
 be held in escrow until the full remaining balance be paid. In reference to
 the above mobile home, sellers and buyers shall immediately upon this closing,
 pay the current calendar year tax upon said mobile home prorating the expenses
 thereof based upon February 10, 1975, and shall also forward the necessary
 forms to the State of Oregon transferring title of said mobile home to buyers
 but showing the security interest of the sellers, which said title shall then
 be returned to Transamerica Title Insurance Company, and then placed in es-
 crow along with the other documents of this sale.

The buyer (also called second party) warrants to and covenants with the seller that the real property described in this contract is

(A) primarily for buyer's personal, family, or household use, or for the use of a corporation, partnership, or other entity, and not for investment or commercial purposes.

Taxes for the current tax year shall be prorated between the parties hereto as of the date of this contract. The second party, in consideration
 of the premises, hereby agrees to pay all taxes hereafter levied and all public and municipal liens and assessments hereafter lawfully imposed upon
 said premises, all promptly and before the same or any part thereof become past due, that he will keep all buildings now or hereafter erected on
 said premises insured in favor of the first party against loss or damage by fire (with extended coverage) in an amount not less than \$

in a company or companies satisfactory to first party, and will have all policies of insurance on said premises made payable to the first party as first
 party's interest may appear and shall not be removed before final payment be made for said above described premises.

The first party agrees that at his expense and within 30 days from the date hereof, he will furnish unto second party a title
 insurance policy insuring (in an amount equal to said purchase price) marketable title in and to said premises in the first party on or subsequent to
 the date of this agreement, save and except the usual printed exceptions and the building and other restrictions and easements now of record, if any.
 First party also agrees that when said purchase price is fully paid and upon request and upon surrender of this agreement, he will deliver a good
 and sufficient deed conveying said premises in fee simple unto the second party, his heirs and assigns, free and clear of encumbrances as of the
 date hereof and free and clear of all encumbrances since said date placed, permitted or arising by, through or under first party, excepting, however,
 the said easements and restrictions and the taxes, municipal liens, water rents and public charges as assumed by the second party and further ex-
 cepting all liens and encumbrances created by the second party or its assigns.

But in case the second party shall fail to make the payments aforesaid, or any of them, punctually and upon the strict terms and at the
 times above specified, or fail to keep any of the other terms or conditions of this agreement, time of payment and strict performance being declared
 to be of the essence of this agreement, then the first party shall have the following rights: (1) to declare this contract null and void, (2) to declare
 the whole unpaid principal balance of said purchase price with the interest thereon at once due and payable and/or (3) to foreclose this contract
 by suit in equity, and in any of such cases, all the right and interest hereby created or then existing in favor of the second party derived under this
 agreement, shall utterly cease and determine, and the premises aforesaid shall revert and re-vest in the first party without any declaration of forfeit-
 ure or act of re-entry, or without any other act by first party to be performed and without any right of the second party of reclamation or com-
 pensation for money paid or for improvements made as absolutely fully and perfectly as if this agreement had never been made.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$36,500.00. However, the actual consideration
 consists of or includes other property or value given or promised which is the whole consideration (indicate which).

And in case suit or action is instituted to foreclose this contract or to enforce any of the provisions thereof, second party agrees to pay such
 sum as the trial court may adjudge reasonable as attorney's fees to be allowed plaintiff in said suit or action and if an appeal is taken from any
 judgment or decree of such trial court, the buyer further promises to pay such sum as the appellate court shall adjudge reasonable as plaintiff's at-
 torney's fees on such appeal.

The second party further agrees that failure by the first party at any time to require performance by the second party of any provision hereof
 shall in no way affect first party's right hereunder to enforce the same, nor shall any waiver by said first party of any breach of any provision
 hereof be held to be a waiver of any succeeding breach thereof or as a waiver of the party may be more than one person; that if the context so
 requires, the singular pronoun shall be taken to mean and include the plural, the masculine, the feminine and the neuter and that generally all
 grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals.

In construing this contract, it is understood that the first party or the second party may be more than one person; that if the context so
 requires, the singular pronoun shall be taken to mean and include the plural, the masculine, the feminine and the neuter and that generally all
 grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals.

IN WITNESS WHEREOF, said parties have executed this instrument in duplicate; if either of the un-
 dersigned is a corporation, it has caused its corporate name to be signed and its corporate seal affixed hereto
 by its officers duly authorized thereunto by order of its board of directors.

Alvin M. Beck

Ruby M. Beck

Howard N. Mauldin

Shirley P. Mauldin

*IMPORTANT NOTICE: Delete, by lining out, whichever phrase and whichever warranty (A) or (B) is not applicable.
 If warranty (A) is applicable and if the seller is a creditor, as such word is defined in the Truth-in-Lending Act and
 Regulation 2, the seller MUST comply with the Act and Regulation by making required disclosures for this purpose.
 use Stevens-Ness Form No. 1308 or similar unless the contract will become a first lien to finance the purchase of a
 dwelling in which event use Stevens-Ness Form No. 1307 or similar.

NOTE: The sentence between the
 bold (A) and (B) should be
 deleted; see Oregon Revised Statutes,
 Section 93.030. (Notarial acknowledg-
 ment on reverse).

Until a change is requested, all
 tax statements shall be sent to
 the following name and address

EXCEPTIONS:

1753

1. Covenants, easements and restrictions, but omitting restrictions, if any, based on race, color, religion or national origin, imposed by instrument, including the terms thereof, recorded January 19, 1959, Book 308 page 701.

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of James W. Milne, County Clerk

this 6th day of January, A. D. 1956 at 4:10 o'clock P. M. on

duly recorded in Vol. 176, of Deeds on Page 1756

Wm D. MILNE, County Clerk

By Harold D. Dugan

Feb 19, 1956